

For High Protein (A241QT) Buyer's Call

**Optimum Quality Grains, L.L.C.
Agreement to Grow Optimum® Soybeans and
Limited License for Patents and Trade Secrets**

THIS AGREEMENT is made this _____ day of _____, 19____ between _____
(hereinafter "GROWER") and Optimum Quality Grains, L.L.C. (hereinafter "OPTIMUM").
GROWER and OPTIMUM are experienced and knowledgeable in the business practices involved in the cultivation of soybeans and business transactions involving soybeans.

GROWER agrees to grow _____ acres of A241QT ("High Protein") soybeans.

The High Protein soybeans are referred to as the ("OPTIMUM SOYBEANS"). GROWER under this Agreement is granted a limited license to use the OPTIMUM SOYBEANS to produce an identity preserved grain (the "OPTIMUM GRAIN").

PRICE:

The base price shall be the CBOT price when the market is open and trading for the month of delivery using the following schedule:

Delivery Month:	December	January	February	March	April
Option Month:	January	March	March	May	May

All OPTIMUM GRAIN must be priced by April 15th 1999. Any OPTIMUM GRAIN not priced by April 15th will be priced on the CBOT close on April 15th 1999.

The Premium shall be \$1.00 per bushel of OPTIMUM GRAIN from High Protein OPTIMUM SOYBEANS.

GROWER agrees to use the _____ <insert elevator name and location>
(hereinafter "ELEVATOR") to establish the base price. ELEVATOR will pay GROWER base price plus premium after delivery is completed. If GROWER elects to defer pricing beyond the date when the OPTIMUM GRAIN is delivered, then GROWER agrees to sign a Price Later Agreement (Credit Sale Agreement) with ELEVATOR.

DELIVERY:

Delivery occurs when the OPTIMUM A241QT GRAIN is picked up on farm at the direction of the ELEVATOR; transportation charges to be paid by OPTIMUM.

The delivery period shall be December 1998 through May, 1999. Delivery shall be at the request of the buyer (buyer's call). The ELEVATOR shall provide a one week preadvice of the requested delivery.

In the event that OPTIMUM requires an extension in the delivery period beyond May 31, 1999, the GROWER will be compensated on all priced bushels at a rate of one-tenth of a cent per bushel per day from May 31, 1999 until the OPTIMUM GRAIN is called.

QUALITY SPECIFICATIONS:

The OPTIMUM GRAIN shall meet the following physical quality specifications or be subject to ELEVATOR discounts:

Moisture	-----13.0%
Maximum Splits	-----10.0%
Maximum Total damaged	----- 0.5% greater than 0.05% subject to no premium
Maximum Heat damaged	----- 0.0% greater than 0.0% subject to no premium
Maximum Foreign material	----- 1.0%
Maximum Soybeans of other types	----- 2.0% greater than 2.0% subject to no premium

Destination weights and grades shall govern with the exception that GROWER has the right to appeal any grading by submitting a sample to the Federal Grain Inspection Service (FGIS), at GROWER's expense, for an official grade.

OPTIMUM GRAIN must be of food grade quality. Food grade quality soybeans must be free of other types of grain, dirt and stain and not contain excess broken or damaged soybeans. Dirt on the seed coat makes the soybeans unusable for food grade products.